NOTIFICATION. 332

No. L.S. 4450—L.W. 212-50-6, dated Bangalore, 9th February 1952.

WHEREAS by State Government Notification No. L.S. 3147—L.W. 212-50-4, dated 24th November 1950, the industrial dispute between the Kolar Brickmaking Company, Limited, Kolar Gold Fields and their workmen (represented by the Labour Association) was referred to the Industrial Tribunal constituted in Notification No. L.S. 3147—L.W. 212-50-4, dated 24th November 1950.

And whereas the Industrial Tribunal has submitted to the State Government its award in respect of the said Industrial Dispute;

Now, therefore, in exercise of the powers conferred by Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), His Highness the Maharaja of Mysore is pleased to direct the publication of the said award, annexed hereto, in the *Mysore Gazette*.

BEFORE THE INDUSTRIAL TRIBUNAL, BANGALORE.

Monday the 31st day of December 1951.

I. C. No. 4 of 1950-51.

PRESENT.

Rajadharmaprasakta
Mr. A. R. Nagesvara Iyer, B.A., B.L. .... *Chairman.*

Rajadharmaprasakta
Mr. T. Singaravelu Mudaliar, B.A., B.L. .... *Member.*

Between

Kolar Brickmaking Company, Limited, K. G. F., 333

and

Their Workers

(Represented by the Labour Association)

AWARD.

This is an industrial dispute between the Kolar Brickmaking Company, Limited and its workers, who are represented by the Labour Association of the Company, and was referred by the Government of Mysore by Notification No. L.S. 3147—L.W. 212-50-4, dated 24th November 1950, to this Tribunal for disposal. The demand of the workers referred for decision are as follows:—

1. Grant of six months' earnings as profit bonus to the workers during 1948.
2. Reinstatement of Sri Burland, an employee.
3. Play-off of workers.
4. Grant of increased Dearness Allowance.
5. The claims for half wages and D.A. to the employees played-off.
6. Grant of full Dearness Allowance under Standing Order 14 or half wages and half Dearness Allowance to the employees played-off and grant of bonus for 1949.

The demands made on behalf of the workers were resisted by the Management *in toto*. In view, however, of the fact that at a late stage of the case the parties reached a settlement on some of the major demands and that an *interim* award has already been made in respect of those matters to which reference will be made later on, it is unnecessary to state the case of the contesting parties in any detail at this stage. The workers were represented in the earlier stages by Mr. K. B. Thimmiah, a legal practitioner in Kolar Gold Fields who was also the Secretary of the Labour Association. For reasons which require no mention here, he was unable to represent the workers after some time and the Vice-President of the Association Mr. Burland represented the workers and conducted the

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case. Later on, however the members of the Executive Committee led by the Assistant Secretary of the Labour Association represented the workers. The Management was represented by an officer of the Company Mr. G. K. Dutt. The following issues were framed in the case :—

1. Is the reference made by the Government to the Industrial Tribunal invalid as alleged in para 3 of the written statement of the Respondent ?

2. Are the workmen entitled to six months' earnings as profit bonus for the year 1948 ?

3. Are the workmen entitled to three months' earnings as bonus for the year 1949 ?

4. Is the financial condition of the Company such as not to admit of the payment of any bonus for the years 1948 and 1949 except the payment of 13 days' wages offered as bonus for the year 1948 ?

5. Are the workmen entitled to the Dearness Allowance to be linked to the cost of living index and the workmen paid at Re. 0–3–0 per point over the normal index; and if not at what rate ?

6. Was the dismissal of Mr. Burland justified and if not is he to be reinstated ?

7. Are the employees played-off entitled to be paid full Dearness Allowance or half pay and half Dearness Allowance during the period played-off, as claimed by them ?

8. Are the workmen entitled to have Standing Order No 14 altered as demanded in the notice of change ?

9. What reliefs are the parties entitled to ?

On 6th October 1951 the parties filed a compromise petition in regard to the following four demands raised in the case *viz.*, (1) Bonus for the year 1948, (2) Bonus for the year 1949, (3) Dearness Allowance and (4) Attendance Bonus and they prayed that an interim award may be made and an interim award was accordingly made in pursuance of the compromise petition on the 6th of October last. Issues 2, 3, 4 and 5 are covered by the interim award and they need no consideration now.

The first issue is as follows :—

"Is the reference made by the Government to the Industrial Tribunal invalid, as alleged in para 3 of the written statement of the respondent ?"

This issue was framed on the objection raised by the Management in their written statement. That contention was later on given up and our finding on this issue is that the reference is not invalid.

The only matters that remain to be now considered are the demands covered by issues 6, 7 and 8.

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Certain facts may here be stated. It appears in connection with the celebration of the May Day on the 1st of May 1950, the workers wanted that day, which happened to be a Monday, might be declared a holiday for the celebration of the May Day and that the previous Sunday *i.e.*, the 30th of April 1950 might be considered to be a working day, and that Mr. Burland, the Vice-President of the Association, who approached the authorities on Saturday the 29th, to make this representation reported to the members of the Executive Committee that afternoon *i.e.*, between 1 P.M. and 1-45 P.M. that the request made on behalf of the workers was not accepted in full by the Management, but that the 1st of May would be declared a holiday provided the workers attended the factory on that Sunday as usual without claiming double wages for working on a Sunday. The case for the Company is that Mr. Burland held a meeting of the workers on the Brick kiln *i.e.*, within the factory premises during working hours on the 29th and told them that, as the Management was not agreeable to their suggestions, they might observe a 'hartal' on Monday, hoist the flag in the morning and have the celebrations of the May Day in the evening, that accordingly the workmen struck work on Monday the 1st of May and that Burland was thus guilty of misconduct under clause 18(c) of the Standing Orders of the Company for which he was liable to be dismissed. A charge-sheet was served on Burland on the 11th and an enquiry was held by the Manager on the 12th; but, as one of the officers of the Company was not able to be present at the enquiry, it was adjourned to the 18th and Burland, who was present then, was intimated of the adjourned date of hearing and on the 18th at the enquiry, Burland filed a statement denying the charges against him. Several witnesses were then examined, and Burland when asked to cross-examine the witnesses, refused to do so and said in explanation that he had nothing more to say than what he had stated in the written statement. The Manager, on the materials before him, held that Burland was guilty of misconduct under Clause 18(c) of the Standing Orders and recommended his dismissal from service which was approved of by the Superintendent of the Company. He was consequently dismissed from service on 20th May 1950. Exhibit E is the order of dismissal.

The Labour Association took up this matter and issued a notice of change to the Management one month

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later, *i.e.*, on the 20th of June 1950, and Exhibit 8 is the notice of change. Though by virtue of his dismissal he was not entitled to gratuity, etc., the Management in view of his long service offered to pay him the gratuity and provident fund as a concession and on the 15th of July, *i.e.*, about 25 days after the notice of change, he received from the the Company Rs. 111 and Rs. 66 and odd as gratuity and provident fund, respectively and executed receipts Exhibits 32 and 33 which are admitted by him. It appears, meanwhile, on the ground that there was shortage of orders and accumulation of stock, the Company could not carry on the work of the Company at full strength and played-off about 240 workers in two batches between July and September 1950. This question was also taken up by the Labour Association and a second notice of change was issued on 12th October 1950, in which some other demands were also included. That is Exhibit IV in the case. The demands covered by these two notices of change were referred to the Tribunal and they were all resisted on behalf of the Company.

The list of witnesses examined and of documents filed are appended to this award.

In their statement, the workers, regarding the dismissal of Burland, allege that the charges were false, frivolous and vexatious, that the enquiry of Burland conducted under the relevant standing order was illegal, that there was illwill between the Manager and the Vice-President Burland and the Company was only waiting for a chance to dismiss Burland, and that "it was a clear case of victimization under Section 24 of the Labour Act of an office-bearer of the Association for trade-union activities". It was also alleged that there was no necessity to incite the employees on May 1st 1949, and that he did not actually do so, but that the employees stopped work spontaneously to observe the May Day.

On behalf of the Management it was contended that it was not competent for the workers to challenge the decision reached by the Manager after a formal enquiry and that, as after the first notice of change he received from the Company the service gratuity and the provident fund offered to him as a concession, he is estopped from questioning the legality or the correctness of the order of dismissal and that he is consequently not entitled to any relief.

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The evidence at the enquiry was practically one-sided. Four witnesses were examined and they were all employees in the Factory. They all stated at the enquiry that, on the 29th April in his capacity as Vice-President, Mr. Burland went to the authorities for grant of the demands made in regard to the celebration of the May Day and on the kiln during office hours, he reported the details of his talk with the authorities and suggested that a hartal might be held on the May Day which was accepted by the Executive Committee and that, accordingly, the workers stayed away from work, took part in the hoisting of the flag in the morning and held a meeting in celebration of the May Day in the evening in the premises of the Association. As we have mentioned already, Burland refused to cross-examine any of the witnesses. In his statement Exhibit 15 he offered no explanation besides saying that he did not cause or incite or help anyone to strike work, and examined no witnesses on his behalf. It was argued for the Company that the decision reached after a formal enquiry by a domestic forum could not be impeached by the workers at this stage before the Tribunal. The evidence which the Manager had at the enquiry, in our opinion, justifies the conclusion he has reached. Moreover, the witnesses who gave evidence at that enquiry were not even cross-examined by Burland, who himself adduced no rebutting evidence. A recent decision of the Labour Appellate Tribunal of India in the case between Buckingham and Carnatic Mills Co., Ltd., and their workers reported in Labour Law Journal, 1951, Vol. II, page 314, cited for the Company, supports the contention for the Company.

Their Lordships observe at page 318 as follows:—

"It would thus be open to the Tribunal to examine the findings of the management on the charge of misconduct to assure itself that there is evidence to support the finding and that the decision of the management is a possible view on the evidence before it. In such a case the Tribunal should refrain from substituting its own judgment for the judgment of the management, as in such matters the tribunal does not act like a court of appeal but rather as a supervisory body exercising what would ordinarily be regarded as powers of revision for correction of basic errors, which go to the root of the matter and of perverse findings. Consequently, any vindictive or capricious action on the part of the management or the fact that the trouble had been provoked by the action of the management, may be relevant factors for consideration in determining whether interference with the decision of the management is called for. The result, therefore, is that the

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decision of the management in relation to the charges against the employee will not prevail if—

(*a*) There is want of *bonafides*, or
(*b*) It is a case of victimisation or unfair labour practice or violation of the principles of natural justice or
(*c*) There is a basic error on facts, or
(*d*) There has been a perverse finding on the materials.

If after scrutiny on the aforesaid lines, it is found by the tribunal that it ought not to interfere with the findings of the management, that the charge has been proved, the tribunal must next consider whether it should interfere with the punishment."

Applying the test laid down in the decision above-mentioned, we are of opinion that there are no circumstances warranting interference with the decision reached by the Manager. As observed in Bombay Industrial Appeal Case No. 63 of 1949 (Bombay Labour Gazette, 1950, at page 1005) "A Labour Court or the Industrial Court will not scrutinise the evidence before a domestic tribunal, *i.e.*, the employer or the Manager, as if it were a Court of Appeal on facts from the decision of the Tribunal. If the necessary formalities were observed and if nothing appears to have been done malafide, the Labour Court's or Industrial Court's enquiry will ordinarily be confined to seeing whether the evidence or material was adequate to sustain it so that there could remain no ground for supposing that the tribunal has given a manifestly unjust or unfair decision It does not matter that the Court would come to a different conclusion upon the evidence or material upon which the domestic tribunal has acted". It will also be seen that the strike resorted to by the workers on the May Day was declared to be illegal by the Registrar of Associations, as is evidenced by Exhibit VII, and that finding was not challenged at any stage on behalf of the workers. That Burland stayed away from work on the May Day has been admitted by him in the course of his evidence. But his plea is that as others stayed away from work and as no work was going on in the Factory, he was obliged to stay away too. That he has failed to establish. That he took a leading part in the negotiations with the Management for having the May Day declared a holiday and that he addressed the workers on his return from the authorities without gaining his point is also clear from the evidence.

Of the witnesses examined before us for the workmen, strong reliance was placed by Burland in this connection on the evidence of Chinnakannu, who has stated

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that Burland did, not incite people to strike work on the 1st of May 1950. He seems to be an unreliable witness. At the enquiry held by Mr. Eames, the Manager of the Company, he gave an altogether different version, and stated in effect that Burland incited the workmen to strike and was virtually responsible for the hartal which took place on the May Day in 1950. But now he gives a contrary version altogether. It is sought to be made out that he was influenced by Mr. Eames to give evidence at the equiry implicating Burland. The evidence does not establish that Mr. Eames tried to influence him in any way, as suggested by Burland. This was not suggested to Mr. Eames when he was in the box and the last witness examined for the Company, *viz.*, Mr. V. Tiruvengadam, who was present when Chinnakannu met Mr. Eames has denied that any influence was brought to bear on Chinnakannu. Moreover, when Chinnakannu made his statement at the enquiry, Burland was present and it was not then suggested that Chinnakannu was so influenced. Indeed, there was no cross-examination of any witness by Burland. That Chinnakannu was influenced to give evidence against him seems to be an after-thought. Another witness examined for him before us is Daniel and his evidence, no doubt, supports Burland. Several witnesses for the Company however have said that he was not present at the gathering and, uncorroborated as it is, it would be unsafe to act on his evidence. Further his evidence was not tendered at the enquiry by Burland. Mr. Thimmiah, Secretary of the Labour Association, who has given evidence for the workmen had no personal knowledge of the incidents that took place on the 29th and Burland's evidence, to some extent supports the case for the Company that he took a leading part in approaching the authorities for securing a holiday on the 1st in order to celebrate the May Day. He admits that he reported to the workmen, who gathered round him on his return from the authorities; what their attitude was and it is unlikely he did nothing more. He says, that as Vice-President, he was strict in the discharge of his duties and was speaking with out-spokenness to the Manager, who, because of this attitude on his part, wanted to punish him. He says he was responsible for presenting some petitions to the Labour Minister and a few other authorities complaining against the Campany and its Superintendent. After that, it is admitted by him, he was promoted to a

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Maistry's post and that weakens this part of his case to some extent. There is overwhelming evidence that he took a leading part at the meeting of the workers on the 29th and incited the workmen to strike on the May Day.

The relevent portion of Clause 18 of Standing Orders of the Company reads :—

"Any employee, who is adjudged by the Works Manager or the contractor as the case may be, on examination of the man, if present, and of the facts to be guilty of misconduct is liable to be dismissed without notice or alternatively to be suspended for a period not exceeding four days" and according to sub-clause (*c*) "Inciting any employee to strike work without giving 14 days' previous notice or inciting other employees to strike work 'in contravention of the Act" would be an act of misconduct.

There are therefore no reasons to disturb the conclusion reached by the Manager that Burland incited the workmen to strike work on the May Day. Such conduct would amount to misconduct under Clause 18 (*c*) of the Standing Orders referred to above, for which a worker is liable to be dismissed. In our opinion, there are no grounds to disturb the order made by the Management for the dismissal of Burland and his reinstatement cannot therefore be ordered.

Further in the order of dismissal, Exhibit E, the Company offered to make to Mr. Burland "an *ex-gratia* payment equal to the amount to which he would have been entitled if he had been qualified for service gratuity, in view of the length of his service with the Company" and the offer was accepted by him and, as Exhibits 32 and 33 show, on the 15th of July 1950, *i.e.*, nearly 25 days after the first notice of change issued by the Labour Association claiming reinstatement of Burland, he accepted not only the service gratuity but also the provident fund including the contribution from the Company. It was argued on behalf of the Management that Burland was, therefore, stopped from challenging the correctness of his dismissal by the Management for misconduct. The payment was not also accepted under any protest.

The decision in Labour Law Journal 1951—Vol. I page 199 was cited in this connection where it was held that an employee, who accepts pay in lieu of notice, cannot claim reinstatement. In the dispute between the Commonwealth Trust Limited, Mangalore and their workers reported in Vol. II—Labour Law Journal, page 50 —a similar view has been taken. The Learned Judge

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there says at page 51 "A workman who accepts wages which is not due to him for work done but which is offered as compensation for the termination of his service, accepts the condition on which it is offered. By his own act he puts an end to the relationship of employer and employee". This decision also supports the contention for the Management. This is an additional reason why the demand for reinstatement of Burland cannot be granted. This finding disposes of Issue No. 6.

Issues 7 and 8 may be considered together. Due to shortage of orders and also the difficulty in getting some raw materials, 143 workmen in the red brick section were played off on 7th July 1950 and some workers in the fire brick section were played off on the 12th of September 1950. In all 240 workers were thus played-off. One hundred and fifty-five workers were taken back to service by the end of 1950 and the rest were absorbed by August 1951. One of the demands made in this connection is that during this period of play-off the workers should be paid full dearness allowance or half pay and half dearness allowance. For the Management, this demad is resisted on the ground that the Standing Orders do not make any provision for payment either of wages or dearness allowance during the period of play-off and that, as such, the demand is untenable. It may here be mentioned that another demand made on behalf of the workers is that the Standing Orders on the point should also be altered, so as to provide for such payment when workers are played-off.

It appears, according to the Standing Orders in the Mining Companies in the same area, payment of half wages and half dearness allowance during the period of play-off is provided for, and on that basis, it is claimed that it is but just and equitable that workers of the Company situated in the same area should have similar relief. Clause 14 of the Standing Orders (Exhibit 10 A) of the Company is as follows:—

"The Company, may, at any time or times, in the event of a fire, catastrophe, breakdown of machinery or stoppage of the power supply, epidemic, civil commotion or other causes whether of a like nature or not, beyond the control of the Company stop any machine or machines or department or departments wholly or partially for any period or periods, without notice and without compensation in lieu of notice.

The Company may, at any time or times, in the event of shortage of orders or material or of unfavourable weather conditions

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stop any machine or machines or department or departments, wholly or partially until such time as the machinery is set right or weather conditions improve. If a permanent employee is played-off under this rule for a period of twelve days in the aggregate in one calendar month, he may leave the Company's service on intimation of his intention to do so without further notice.

Any permenent employee played-off under para 1 or 2 of this Order will not be considered as dismissed from service but as temporarily unemployed and will not be entitled to wages during such unemployment. All permanent employees played-off will be given prior rights to reinstatement on the resumption of normal work, provided they present themselves for work when normal working is resumed."

Under the Standing Orders, therefore, the workmen are not entitled to wages during such periods of un-employment. But that clause does not make any mention of dearness allowance. As was rightly pointed out on behalf of the Management, dearness allowance was no doubt not in contemplation of the parties when the Standing Orders were settled. When, however, the payment of dearness allowance was introduced the Management ought to have taken steps to see that the Standing Order was amended to cover the dearness allowance also, if that was the Company's intention, but no such steps were taken. The workers also slept over the matter and did not get the Standing Order altered for their benefit. The question is whether in the circumstances, the workers might reasonably claim some benefit during the period of play-off. Sub-clause 2 of Clause 14 of the Standing Orders says "If a permanent employee is played-off under the rule for a period of 12 days in one calendar month, he may leave the company's service on intimation of his intention to do so without further notice". We may take it that no such intimation was given by any worker, nor were the workers intimated of the period of play-off. Exhibit J only mentioned it would be for an indefinate period. It appears on representations made on behalf of the workers the Management agreed to advance to the workers at the rate of Rs. 5 every fortnight and that was so paid until the end of the first half of February .1951. It is alleged on behalf of the workers that the amount so advanced is being deducted from out of the wages due to the workers after they were re-employed, and that that should not be permitted to be done, but they should be paid the sums as demanded in their notice of change during the period of play-off. It will be noticed that the Standing Order says

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that any permanent employee played-off under Clause 14 will not be considered as dismissed from service, but as temporarily unemployed. The object is clear that the Management was desirous that the trained workmen should be available for service when work was resumed. Indeed the payment of what was called 'advance' of Rs. 10 a month for some time is an indication that the Management was keen on having their services when the factory work was in full swing, and that the relation of employer and employee continued. If, with the hope of being taken back to service—and it will be seen more than 50 per cent were taken back before the end of November 1950—the workmen did not go out of the place and seek employment elsewhere, it seems to be fair that they should have some benefit during the period of play-off, though under the Standing Orders, they are not entitled to their normal wages. As we have remarked, not a word is said in the Standing Orders about the dearness allowance. The dearness allowance paid to the workers at the time varied from Rs. 18-8-0 to Rs. 19-8-0. Now 143 workmen employed in the Red Brick Section were played-off on 7th July 1950 and the reminder 97 belonging to the fire clay section were played-off on the 12th of September. In all the number of workmen played-off was 240. The second notice of change which demanded payment for the period of play-off was issued as late as the 12th of October 1950. It will be noticed from a statement dated 26th of October 1951, filed on behalf of the Company, that by the end of October 1950, out of 240 persons played-off, 113, had been taken back to service, 40 were so absorbed in November and 2 in December 1950, 4 in January 1951, 17 in February, 1 in March, 11 in May 18, in June, 7 in July and 27 in August. So that by the end of August this year all the employees, who had been played-off, were taken back to service. Thus by the end of 1950, *i.e.*, in about 2½ months of the issue of this notice of change about 153 people had been re-employed leaving only 87 without employment. They were gradually absorbed from month to month so that by the end of August this year all the workmen that had been played-off were in the employment of the Company. As we have stated above, until the middle of February these workers who had been played-off were being paid during the period of play-off an advance of Rs. 10 a month. The demand for payment of allowance during the period of

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play-off was sent only as late as 12th of October. It is difficult in the circumstances to order payment of an allowance prior to that period. Payment, if any, could be ordered only from after the date of notice of change and it would be fair if some suitable allowance is made payable from the middle of that month, that is to say from the latter half of October 1950. As, however, by the end of that month nearly one half of the workers had been absorbed in service, the burden on the Company may not be considered to be very heavy, if allowance is ordered to be paid to the workers on that basis during the period of play-off and particularly, as in the month of November as many as 40 persons were re-employed and as the number of un-employed were being reduced from month to month as pointed out already. The evidence in the case is that the small sum of Rs. 10 that was being advanced monthly to the workers during the period of play-off, was stopped from the first half of February 1951 and that the amount so paid is being deducted in instalments from out of the wages of the workers after their re-employment. That, in our opinion, would work very great hardship on the workers particularly to pay this out of their wages after having been without employment for long. Some relief in this matter seems just and equitable. The principle adopted by the Government of Mysore in connection with the order of the Appellate Industrial Tribunal of India in Appeal (Bombay) No. 124 of 51 on an appeal from the decision of the Industrial Tribunal in Mysore, in the dispute between the Mysore Vegetable Oil Products Company Limited, Bangalore and its workmen, may, in our opinion, be adopted here. In modification of the order of the Appellate Tribunal the Government observe as follows :—

"Enforcement of the Award of the Appellate Tribunal with effect from the 1st of February 1950 involves therefore recovery back from the workers of the excess of dearness allowance drawn by them for many months over and obove the rates now ordered by the Appellate Tribunal and this will have to be done by deduction from the monthly wages of the emoluments to be received by the workers hereafter. This is a hardship on the workers which is likely to give room for discontentment on the part of the workers resulting in bitterness of feelings between the workers and the Management, which is not desirable in public interest."

and in the result the order of the Appellate Tribunal was modified so as to avoid the repayment of the amount that had already been paid to the workers.

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It will further be noticed that even according to the settlement reached by the parties provision was made for enhancement of dearness allowance only from the 1st of July this year, although the notice of change was as early as the 12th of October 1950. Another fact which would be relevant in this connection is that the workmen even during the period of play-off were allowed by the Management to have their rations drawn from their depots at subsidised rates and that benefit the workers had all along, and having regard to this matter we think it will meet the ends of justice if Rs. 5 per month are allowed to the workers from the second half of October 1950, during the period of their unemployment.

Although we should have had no hesitation in directing the standing orders to be amended so as to enable the workers to get some benefit during the period of play-off somewhat on the lines of the standing orders of the mining companies, we do not think we need decide this point in view of the fact that the Industrial Employment (Standing Orders) Act of the Central Government has been introduced into this State from the 1st of April this year. According to the provisions of that Act, standing orders have got to be framed by the Industrial Concerns and model standing orders have already been published in the *Mysore Gazette*. Both parties, in these circumstances, very reasonably stated before us that we need not give any definite finding on the point, pending the adoption by the Company of fresh standing orders under the new Act. We are therefore of opinion that an amendment of the standing orders on the point is not called for at this stage.

We make an award accordingly and this will be submitted to Government under the provisions of Section 15 of the Industrial Disputes Act. There will be no order with regard to costs.

A. R. NAGESVARA IYER,
Chairman,

T. SINGARAVELU MUDALIAR,
Member.

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List of Exhibits admitted on behalf of the Kolar Brickmaking Company.

Sl. No.	Exhibit	Particulars in brief	Date of admission
1	I	Report and accounts for the year 1948 of the Kolar Brickmaking Company.	3-4-1951
2	II	Failure report of the Chief Conciliator, dated 5th May 1950 published in the *Mysore Gazette*, dated May 18, 1950.	,,
3	II-a	Portion marked in Exhibit II	...
4	III	Comparative statement prepared by the Superintendent of the Kolar Brickmaking Company, *re*: Labour strength, products, basic minimum wage, etc., of 13 concerns.	
5	IV	Notice of change dated 12th October 1950, issued by the Labour Association to the Superintendent of the Kolar Brickmaking Company.	
6	V	Report and accounts for the year ended 31st December 1949 of the Kolar Brickmaking Company.	
7	VI	Comparative statement showing firebricks supplied to M. & S. M. Railway for the years 1940-50.	
8	VII	Declaration of the Registrar of Associations dated 3rd May 1950, declaring the strike of 1st May as illegal.	
9	VIII	Notice of change dated 20th June 1950 of the Labour Association to the Superintendent of the Kolar Brickmaking Company.	
10	IX	Copy of Government Notification No. L.S. 265/L.W. 11-50-3, dated 24th April 1950, declaring the 1st of May 1950 as paid holiday, etc.	
11	X	Standing Orders of the Kolar Brickmaking Company.	
12	X-a	Portion marked in Exhibit X (Standing Order No. 14).	
13	XI	Statement showing advances to played-off workers from second half of July 1950 to first half of February 1951.	
14	XII	Statement showing price of raw materials from 1946 to 1950.	,,
15	XIII	Notice of change dated 23rd August 1949, of the Labour Association to the Superintendent of the Kolar Brickmaking Company.	4-4-1951
16	XIV	Copy of enquiry dated 11th May 1950, conducted by the Factory Manager with regard to Burland.	,

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Sl. No.	Exhibit	Particulars in brief	Date of admission
17	XV	Burland's statement dated 12th May 1950, to the Chairman of the Enquiry Committee.	5-4-1951
18	XVI	Report of the enquiry on 18th May 1950, with regard to Burland.	,,
19	XVII	Dismissal order dated 29th May 1950, of the Factory Manager with regard to Burland.	,,
20	XVIII	Letter dated 6th December 1950, to the Superintendent by Burland re: advance to played-off workers.	8-6-1951
21	XIX	Copy of warning dated 24th September 1949, to Burland.	,,
22	XX	Charge-sheet dated May 1950, with regard to Burland.	,,
23	XXI	Letter dated 19th April 1950, from Burland to the Superintendent of the Company *Re*: May day.	,,
24	XXII	Certified copy of the complaint of Burland before Special 1st Class Magistrate, Kolar Gold Fields.	,,
25	XXIII	Service card of Burland ...	,,
26	XXIV	Notice dated 27th June 1951, *re*: attendance bonus.	28-6-1951
27	XXV	Letter dated 14th August 1950, from the Superintendent of the Company to the Secretary of the Labour Association *re*: advance to played-off workers.	,,
28	XXVI	Letter dated 12th March 1951, from the Superintendent of the Company to the Secretary of the Labour Association *re*: advance to played-off workers.	28-6-1951
29	XXVII	Letter dated 24th June 1950, from the Secretary of the Labour Association to the Superintendent of the Company *re* suspension of S. Kannamal, T. No. 24.	,,
30	XXVIII	Notice dated 7th September 1950, *re*: play-off of workers.	,,
31	XXIX	Declaration of the Registrar of Associations dated 26th July 1950, declaring the play-off workers by the Management on 7th September 1950 as not amounting to illegal lock-out.	,,
32	XXX	Letter dated 29th April 1950, from the acting manager Mr. Suri Sobhanadri to the Superintendent of the Company *re*: Burland.	29-6-1951

Sl. No.	Exhibit	Particulars in brief	Date of Admission
33	XXX (a)	Letter dated 12th May 1950, from Mr. Suri Sobhanadri to the Superintendent of the Company *re* : Burland.	29-6-1951
34	XXXI	Enquiry book of the Kolar Brickmaking Company.	19-11-1951
35	XXXI-a	Typed copy of charge-sheet given to Burland.	,,
36	XXXI-b	Portion marked in Exhibit XXXI ...	,,
37	XXXI-c	Do do ...	,,
38	XXXI-d	Do do ...	,,
39	XXXII	Receipt dated 15th July 1950, of Provident Fund by Burland.	23-11-1951
40	XXXIII	Receipt dated 15th July 1950, of Service Gratuity by Burland.	,,

List of Exhibits admitted on behalf of the Kolar Brickmaking Company Labour Association.

Sl. No.	Exhibit	Particulars in brief	Date of admission
1	A	Letter dated 14th August 1950, from the Superintendent of the Kolar Brick-making Company to the Secretary of the Association *re* : advance of Rs. 5 per head to played-off employees.	4-4-1951
2	B	Notice dated 4th October 1950, of the Factory Manager in cancellation of the notice posted at the main gate.	5-4-1951
3	C	Copy of letter of Burland to the Superintendent of the Company *re* : Manager's assault, etc., (Dated nil).	7-6-1951
4	C—1	Acknowledgment from the Chief Minister's Office to Burland dated 22nd April 1950.	,,
5	C—2	Original of Exhibit C ...	8-6-1951
6	D	Management's letter dated 27th April 1950 *re* : May Day, to the Vice-President of the Association.	,,
7	D—1	Vice-President's reply dated 27th April 1950 to Exhibit D.	,,
8	E	Dismissal Order, dated 20th May 1950 *re*: Burland.	,,
9	F	President's letter to the Superintendent *re* : Burland, dated 7th June 1950.	,,
10	G	Superintendent's reply dated 9th June 1950, to Exhibit F.	,,
11	H	Assistant Labour Commissioner's letter dated 28th June 1950, to the Secretary of the Labour Association *re* : Burland.	,,

Sl. No.	Exhibit	Particulars in brief	Date of Admission
12	J	Notice dated 7th July 1950 of the Factory Manager *re*: play-off.	27-6-1951
13	K	Letter dated 7th July 1950, from the Labour Officer to the Secretary of the Labour Association *re* : play-off.	„
14	L	Letter dated 30th August 1950, from the Superintendent of the Company to the Secretary of the Labour Association *re*: advance to played-off workers.	„

LIST OF WITNESSES.

WITNESSES EXAMINED FOR THE MANAGEMENT.

1 Mr. James Douglas Dixon.
2 Mr. Francis William Eames.
3 Mr. Suri Sobhanadri.
4 Mr. F M Somanna.
5 Sri Ganesan.
6 Sri Oothandi.
7 Sri Rajarathnam.
8 Sri Velayudham.
9 Sri Arumugam.
10 Sri V Tiruvengadam.

WITNESSES EXAMINED FOR THE WORKMEN.

1 Sri Burland.
2 Sri Chinnakannu.
3 Mr. Daniel.
4 Sri Ponnurangam.
5 Sri K B Thimmiah.

By Order of His Highness the Maharaja,

N. R. JAYA RAO,
Legal Remembrancer and
Secretary to Government,
Law Department.